

## U.S. Department of Justice

Washington, DC 20530

**Exhibit A to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

## 1. Name of Registrant

Project Associates UK Ltd

## 2. Registration Number

7024

## 3. Primary Address of Registrant

30 Haymarket, St James's, London, UNITED KINGDOM SW1Y4EX

## 4. Name of Foreign Principal

Permanent Mission of Italy to the United Nations

## 5. Address of Foreign Principal

885 2nd Avenue, 49th Floor  
New York, NY 10017

## 6. Country/Region Represented

ITALY

## 7. Indicate whether the foreign principal is one of the following:

☒ Government of a foreign country<sup>1</sup>☐ Foreign political party☐ Foreign or domestic organization: If either, check one of the following:☐ Partnership☐ Committee☐ Corporation☐ Voluntary group☐ Association☐ Other (*specify*) \_\_\_\_\_☐ Individual-State nationality \_\_\_\_\_

## 8. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant

Italian Ministry of Foreign Affairs and International Cooperation

b) Name and title of official with whom registrant engages

Amb. Maurizio Massari, Permanent Representative

<sup>1</sup> "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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9. If the foreign principal is a foreign political party, state:

- a) Name and title of official with whom registrant engages
  
- b) Aim, mission or objective of foreign political party

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10. If the foreign principal is not a foreign government or a foreign political party:

- a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

- |   |  |
|---|--|
| Supervised by a foreign government, foreign political party, or other foreign principal         | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal              | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal           | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal         | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal           | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |

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11. Explain fully all items answered "Yes" in Item 10(b).

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12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

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**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

10/06/2021David Rigg/s/David Rigg

**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

6<sup>th</sup> October 2021David R. Jy



U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

**INSTRUCTIONS.** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant  
Project Associates UK Ltd

2. Registration Number  
7024

3. Name of Foreign Principal  
Permanent Mission of Italy to the United Nations

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 09/07/2021
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Digital campaign promoting Italian activities, including leveraging events and content on digital platforms to increase the Permanent Mission of Italy to the United Nations' (New York) social media following, as well as raising awareness and promoting the image of Italy at the United Nations and to a worldwide audience.

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9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

See Appendix for Response

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10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act<sup>1</sup>.

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Social engagement will be predominantly fostered on international policy, Italian domestic policy, thought leadership in alignment with the evolving political agenda, and publicizing the events of the Italian Mission and its key employees.

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11. Prior to the date of registration<sup>2</sup> for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☒ No ☐

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Project Associates has advised on a limited number of social media posts that have been distributed by the principal.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
No Political Activity Contacts to Report			

- 
12. During the period beginning 60 days prior to the obligation to register<sup>3</sup> for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
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13. During the period beginning 60 days prior to the obligation to register<sup>4</sup> for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
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<sup>1</sup> "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

<sup>2,3,4</sup> Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

10/06/2021David Rigg/s/David Rigg



**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

6<sup>th</sup> October 2021David R. Jy

## **Appendix**

### **Response to Item 9**

**Item 9: Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.**

The services will focus on growing following, reach, and engagement rates on the official social media accounts of the Mission, with a focus on its Twitter channel.

- Audit of the accounts' existing followership, engagement, and reach rates;
- Strategic framework - elaboration of a digital promotion strategy, as well as its implementation, in cooperation and in accordance with the instructions of the Mission's Press Office for the duration of the Contract Term;
- Monthly social media content calendars for the duration of the Contract Term;
- Scheduled content creation - drafting and publication of Twitter posts for the Mission, as well as assistance to the Mission's Press Office in improving their visual identity and materials.
- Daily social monitoring;
- Daily media monitoring;
- Reactive posting and content creation;
- Monthly reporting

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## PROJECT ASSOCIATES USA, INC.

CONTRACT SUMMARY  
DATED AUGUST 20, 2021

<b>Parties:</b>
(1) Project Associates USA, Inc., a Delaware corporation ("Project Associates")
(2) Permanent Mission of Italy to the United Nations, New York NY (the "Client")
<b>Project name:</b>
Project Imagine
<b>Start Date and Term</b>
Start Date: 7 September 2021
Contract Term: eight (8) months
<b>Scope of work</b>
Digital campaign to support the endeavours of the Permanent Mission of Italy to the United Nations (New York) in promoting Italian activities, including responsibility for leveraging events and content on digital platforms to increase the Mission's social media following, as well as raising awareness and promoting the image of Italy at the United Nations and to a worldwide audience.
<b>Services</b>
The services will focus on growing following, reach, and engagement rates on the official social media accounts of the Mission, with a particular focus on its Twitter channel (@ItalyUN_NY).
Subject to any other strategic decision, engagement will be predominantly fostered on three verticals: international policy; Italian domestic policy; and thought leadership in alignment with the evolving political agenda.
Project Associates will provide:
<ul style="list-style-type: none"> <li>• Audit of the accounts' existing followership, engagement, and reach rates;</li> <li>• Strategic framework - elaboration of a digital promotion strategy, as well as its implementation, in cooperation and in accordance with the instructions of the Mission's Press Office for the duration of the Contract Term;</li> <li>• Monthly social media content calendars for the duration of the Contract Term;</li> <li>• Scheduled content creation - drafting and publication of Twitter posts for the Mission, as well as assistance to the Mission's Press Office in improving their visual identity and materials.</li> <li>• Daily social monitoring;</li> <li>• Daily media monitoring;</li> <li>• Reactive posting and content creation;</li> <li>• Monthly reporting.</li> </ul>

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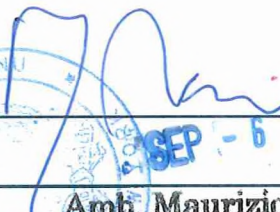
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<b>Fees</b>	
<p>The monthly service price is USD \$ 5,000 and invoices will be issued monthly and payable by the end of the month.</p> <p>Invoice payments to Project Associates will be made USD by ACH transfer. Project Associates will send the details of its ACH account to the Client.</p>	
<b>Contact Details</b>	
<p>Project Associates USA, Inc.:</p> <p>Rob Worthington</p> <p>39 W 84th Street</p> <p>New York, NY 10024</p> <p>USA</p> <p><a href="mailto:Rob.worthington@projectassociatesltd.com">Rob.worthington@projectassociatesltd.com</a></p> <p>+1 (917) 946-6801</p>	<p>The Client:</p> <p>Permanent Mission of Italy to the United Nations</p> <p>885 2<sup>nd</sup> Avenue 49<sup>th</sup> floor</p> <p>New York NY 10017</p> <p>USA</p> <p><a href="mailto:admin.italyun@esteri.it">admin.italyun@esteri.it</a></p> <p>+1 (646) 840 5361</p>

<b>SIGNATURES</b>	
<p>BY SIGNING BELOW THE CLIENT INDICATES THEIR ACCEPTANCE OF THE AGREEMENT, WHICH INCLUDES THE ATTACHED TERMS AND CONDITIONS(6-page Terms &amp; Conditions attached hereto)</p>	
Signed for and on behalf of Project Associates USA, Inc.	Signed for and on behalf of the Client
	
Name: Rob Worthington	Name: Amb. Maurizio Massari
Date: 06/09/21	Date: SEP - 6 2021
Title: Chief Executive Officer	Title: Permanent Representative of Italy to the United Nations - New York

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Project Associates

## TERMS & CONDITIONS

### 1. Terms and Conditions

- 1.1 These terms and conditions ("Terms") will apply to all services ("the Services") provided by Project Associates USA, Inc. ("we", "us", "Project Associates" or "PA") to the Permanent Mission of Italy to the UN ("you", the "Mission", or the "Client"), including the Services for the project (the "Project") described in the contract summary ("Contract Summary"). These Terms will work in conjunction and alignment with the Mission's Terms and conditions to them.
- 1.2 These terms and conditions may not be released, discharged, supplemented, interpreted, varied or modified in any manner except as agreed and put in writing signed by both parties.
- 1.3 Signature of the Contract Summary also indicates confirmation of acceptance of these Terms (see above 1.1) and, therefore, of the Agreement generally.

### 2. Services

- 2.1 We will carry out the Services with reasonable care and skill. No further conditions, warranties, or representations are given by Project Associates in relation to the Services provided other than expressly stated in this Agreement.
- 2.2 The provision of additional Services not expressly set out in the Contract Summary will be subject to the procedure described in clause 7.2 below.
- 2.3 We are providing the Services in respect of the Project as specified in the Contract Summary and for no other purpose. We will not be responsible for any use of Output (as defined in clause 5.2 below) or advice for a different purpose or in a different context. If you plan to use the Output or advice in relation to any other matter or context you agree to inform us and provide us with all necessary information to enable us to provide advice tailored to the appropriate circumstances (and an additional charge may be payable in that event).
- 2.4 Any decisions made by you in relation to or following the provision of Services by us are commercial, strategic, or political decisions for you and we will not make any such decisions on your behalf. When making any such decisions you should take into account any other factors apart from our advice and consultancy Services of which you and your other advisers are or should be aware.
- 2.5 We have the right to extend the performance deadline of any task if you delay the fulfilment of your obligations, or if circumstances arise out of "force majeure", which may make the timely execution of any such task impossible or significantly more difficult.
- 2.6 You agree to supply us with all necessary information which we will reasonably require for us to be able to perform the Services. If you do not provide us with such information, we will not be liable to you for any failure to carry out the Services as a result.

### 3. Client's Obligations

- 3.1 In order to allow us to provide the Services you agree that you, together with your employees and agents, will at all times:
  - 3.1.1 provide us with complete, accurate, and timely information, data and documents;
  - 3.1.2 co-operate fully with us in the provision of the Services and permit us to provide the Services free of obstruction and interference;
  - 3.1.3 promptly review any materials and information provided and make appropriate and timely decisions where requested;
  - 3.1.4 pay our fees and expenses as set out in this Agreement;






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3.1.5 comply at all times with the terms of this Agreement.

- 3.2 Both parties agree to comply with all applicable anti-corruption legislation and regulations. Both parties have been informed of all relevant legislation, including but not limited to the US Foreign Corrupt Practices Act and Italian legislation as specified in the Addendum.
- 3.3 You must not do or say anything, which could be deemed to be harmful to the business, goodwill or reputation of Project Associates.
- 3.4 You shall not, without our prior written consent, at any time from the date we start supplying the Services to the expiration of six months after the completion of the Services, regardless of whether you are acting (i) for yourself or on behalf of any individual, company, or other legal entity, (ii) alone or in conjunction with any other person, (iii) in your own capacity or as a director, manager, partner, or shareholder of any company or other legal entity, or as an employee, consultant, or agent of any individual, company, or other legal entity, (iv) directly or indirectly through agents, intermediaries, affiliated companies, or any other individual, company, legal entity or other vehicle (including any joint venture), or (v) in any other capacity and in any other manner whatsoever, solicit or entice away from us or employ or attempt to employ any associate (i.e. a director, a manager, an employee, an agent, a consultant, a subcontractor, etc. of Project Associates (an "Associate") who is, or has been, engaged by us in relation to the provision of the Services.

#### 4. Fees and Payments

- 4.1 You must pay our Fees and expenses as set out in the Contract Summary.
- 4.2 Invoices will be issued to you as set out in the Contract Summary. All sums due from you which are not paid on the due date shall bear interest from day to day at the rate equal to 5% per annum above the mid-term Applicable Federal Rate as published by the Internal Revenue Service from time to time.
- 4.3 Invoices are payable in full by ACH transfer by the end of the month in which the invoice is issued.
- 4.4 If any sums are outstanding and due for payment to us, we reserve the right to immediately suspend the provision of any further Services without further recourse to you.
- 4.5 Payment shall be made to us without any set-off, deduction, or counterclaim.

#### 5. Intellectual Property ("IP")

- 5.1 All IP rights in and to any output, documents, diagrams, knowhow, designs, methodologies, or other materials created or owned by either party prior to the commencement of the Project (collectively, the "Pre-Existing Materials") which are used during or in the provision of Services will remain with the party providing such materials.
- 5.2 All IP rights (other than those in and to the Pre-Existing Materials), including copyright, which are capable of existing in any output, documents, knowhow, advice, or other materials created, provided, or supplied by us, or any of our consultants (our "Associates"), to you in the provision of the Services (collectively, the "Output") shall be subject to the following joint ownership provisions (and for the avoidance of doubt any rights not granted or licensed are expressly reserved):
- 5.2.1 IP rights in and to the Output shall vest in you (subject to payment of our fees and expenses in full) unless otherwise agreed;
- 5.2.2 Once vested, IP rights in and to the Output shall be licensed by the Client to PA on a worldwide, non-exclusive, royalty-free basis for the sole scope of the performance of this Agreement and for the limited duration of the Contract Term.

#### 6. Confidentiality

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project associates

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- 6.1 Confidential information shall mean any and all proprietary or non-public information, including but not limited to data, results, know-how, analyses, evaluations, research, business plans, and strategies, in electronic form or in any other form, disclosed by one party to another ("Confidential Information").
- 6.2 Confidential Information remains the sole property of the party disclosing such information (the "Disclosing Party").
- 6.3 Confidential Information shall not be used by the party receiving such information (the "Receiving Party"), except for the provision of Services or as otherwise permitted in this Agreement. The Receiving Party agrees not to divulge or allow to be divulged any Confidential Information of the Disclosing Party, except (a) to the Receiving Party's employees, associates, or contractors who are subject to appropriate non-disclosure undertakings (if required), (b) with the Disclosing Party's consent, or (c) as required by applicable law or regulation or court order (e.g. US Foreign Agents Registration Act requirements); provided, however, that in the case of a disclosure required by applicable law or regulation or court order, the Receiving Party shall first use reasonable efforts to preserve the confidentiality of the Confidential Information and (if permitted) shall give the Disclosing Party timely notice of the contemplated disclosure to provide the Disclosing Party with the opportunity for intervention in order to preserve the confidentiality of Confidential Information. The Receiving Party shall not be liable for any disclosure of the Disclosing Party's Confidential Information that is required by applicable law or regulation or court order. Either party may upon termination of this Agreement require by notice in writing to the other party the destruction or return of any of its Confidential Information in the other party's possession or control.
- 6.4 Confidential Information shall not include information that the Receiving Party can demonstrate:
  - 6.4.1 is or became publicly available through no fault of the Receiving Party;
  - 6.4.2 was in the Receiving Party's possession prior to Disclosing Party's disclosure hereunder;
  - 6.4.3 was or is independently developed by the Receiving Party or its agents without using any Confidential Information of the Disclosing Party;
  - 6.4.4 is obtained by Receiving Party or its agents on a non-confidential basis from a third-party that, to Recipient's knowledge, was not legally or contractually restricted from disclosing such information;
  - 6.4.5 has to be disclosed due to a requirement to comply with applicable laws and regulations, a court or administrative order, and provided that the Receiving Party first uses reasonable efforts to preserve the confidentiality of the Confidential Information and provided that (if permitted) the Receiving Party gives the Disclosing Party timely notice of the contemplated disclosure to provide the Disclosing Party with the opportunity for intervention in order to preserve the confidentiality of Confidential Information.
- 6.5 We may only refer to our work in relation to the Project for reference and other business purposes with written confirmation from the Client.

7. Change to Services

- 7.1 If at any time you require that the scope or nature of the Services for the Project are changed then you agree to inform us as soon as possible. In addition, we will inform you as soon as possible in the event that we discover that your requirements have changed or that the assumptions on which we have accepted an engagement are incorrect.
- 7.2 Upon either party notifying the other of a necessary change to the Services for the Project, provided both parties agree to the changes, we will issue an amendment to the Contract Summary setting out a revised scope of Services, and any other necessary changes. In the event of the implementation of these agreed changes, the contractual prices will not be impacted.

Contract Agreement for the Project

performed by associates





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- 7.3 If the revised Services are agreed, both parties shall sign the amended Contract Summary and the Project will continue on the basis of such amended Contract Summary. In such circumstances, these Terms and all other terms in the Contract Summary will remain in force unless expressly amended or stated otherwise.

#### 8. Termination of this Agreement

- 8.1 This Agreement commences on the Start Date set out in the Contract Summary and shall continue for the Project Term or until terminated in accordance with this clause 8.
- 8.2 Either party will be entitled to terminate this Agreement on 30 days prior written notice provided that such notice may not be given less than 4 months after the Start Date.
- 8.3 We will be entitled to terminate this Agreement immediately on notice to you in the event that:
- 8.3.1 You fail to pay any invoice when due (whether such invoice relates to our expenses, Fees, or both); or
- 8.3.2 You (including any of your employees, agents, or contractors acting in relation to the Services) fail to co-operate with us in the performance of the Services; or
- 8.3.3 You are in material breach of any other provision of the Agreement.
- 8.4 In the event of termination by us under clause 8.3, you will be liable to pay a termination fee equal to our charges (including Fees and expenses) for any work carried out up to the date of termination.
- 8.5 All terms of this Agreement which are capable of surviving termination will continue in full force and effect following termination of this Agreement.

#### 9. Liability

- 9.1 You agree that our liability in respect of any loss under this Agreement shall be limited in accordance with this clause 9.
- 9.2 You waive any tortious claim related to the liability of Project Associates, our Associates, and any other person(s) working for or associated with Project Associates, arising out of or connected with the provision of Services, whatever the specific cause of damage may be.
- 9.3 We will not be liable to you for any indirect or consequential loss or damage such as lost profit, loss of anticipated savings, data loss, lost opportunity, lost bargain, lost reputation or otherwise, whether caused by our negligence, the negligence of our Associates or otherwise.
- 9.4 Subject to clause 9.7, our aggregate liability (including the liability of our Associates) in relation to this Agreement will be limited to the amount paid to us under this Agreement.
- 9.5 We cannot undertake to verify facts supplied by you or factual matters included in material prepared by us and approved by you. You agree to indemnify and hold us harmless from and against any and all liability, losses, claims, damages, expenses (including reasonable legal and attorneys' fees and disbursements) which we may incur: (i) as a result of any materials, releases, reports, or information supplied to us by you or on your behalf or prepared by us and approved by you prior to its dissemination or broadcast; (ii) based upon or as a result of information, representation, reports, data, or releases furnished or approved by you or your representatives for use by us, whether or not we prepared or participated in the preparation of such materials; (iii) as a result of any and all actions performed by us and/or our agents at your request and/or within the scope of this Agreement; (iv) as a result of disputes between us and third parties related to and/or within the scope of this Agreement except, in any case, for liability, losses, claims damages and expenses (including reasonable legal and attorneys' fees and disbursements) attributable to our negligence or wilful misconduct.

- 9.6 No claim may be brought against us in relation to the Project more than 12 months following the date of completion of that Project (or in the event that the Project was not completed, the last date on which Services were provided in relation to that Project).
- 9.7 Nothing in these Terms will limit or exclude our liability to you for fraud, fraudulent misrepresentation, or death or personal injury arising as a result of our negligence or the negligence of our Associates.
- 9.8 You accept that the limitations of our liability set out above are reasonable in all the circumstances given the numerous variables and uncertainties associated with the projects on which we are engaged.

#### 10. Data Protection

- 10.1 In the provision of Services to you we may collect personal data relating to your employees, staff, and third parties we interact with on your behalf. We will process this data in accordance with the requirements of the General Data Protection Regulation (GDPR) and a copy of our Privacy Notice is available on our website. The Privacy Notice sets out i) how we collect and process this personal data; ii) the types of personal data we collect; and iii) the rights of data subjects granted under GDPR. We will be the data controller in relation to this data (as defined in the General Data Protection Regulation). We will not process data on your behalf as a data processor and if we are required to do so we will enter into a separate agreement with you.
- 10.2 You represent and warrant that you have lawfully obtained, and will maintain valid, any and all authorizations, permissions, and informed consents required under all applicable federal and state and foreign laws and regulations relating to the processing, protection, privacy, or security of any personal information of any party that you disclose to us.

#### 11. General

- 11.1 Each of the parties warrants its power and authority to enter into this Agreement and that its obligations under this Agreement will not be rendered unenforceable by it lacking authority or any procedural or formal failure on its part.
- 11.2 Both parties shall be released from their respective obligations (except for the obligation to pay any and all Fees, charges, and expenses then due) if any cause beyond the reasonable control of the parties or either of them renders the performance of this Agreement impossible, whereupon all Fees, charges, and expenses accrued up to that point under this Agreement shall be due and paid.
- 11.3 Each party acknowledges that these Terms, the Contract Summary, and the Addendum contain the whole Agreement between the parties and that it has not relied upon any oral or written representations made to it by the other or its employees or agents and has made its own independent investigations into all matters relevant to it.
- 11.4 Any notice to be served on either of the parties by the other shall be sent by pre-paid certified or registered mail, fax, or email to the address of the relevant party shown on the Contract Summary or such other physical or electronic address as may be notified by one party to the other.
- 11.5 If any nonmaterial provision of this Agreement is, or is found to be, illegal, invalid, or unenforceable, the remaining provisions shall continue in full force and effect and shall not be affected by such illegality, invalidity or unenforceability.
- 11.6 PA will, as required, ensure to comply with any disclosure or registration obligation under applicable laws including, but not limited to, FARA registration in the United States. It will communicate to the client any obligation it will have undertaken, if any.

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- 11.7 PA retains the right to contract third-party partners in the fulfilment of the Services as contained in this Agreement. In any event, the Client will be informed of such third-party contracting in advance of its fulfilment.
- 11.8 Failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or the right at any time subsequently to enforce all terms and conditions of this Agreement.
- 11.9 This Agreement shall be governed by laws of the State of New York in every particular including interpretation.
- 11.10 This Agreement shall be subject to the exclusive jurisdiction of the State of New York.

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